



MEMORANDUM OF UNDERSTANDING

Whereas, the Newport Board of Education and Southgate Board of Education both Independent School Districts in the Commonwealth of Kentucky, and

Whereas, it is financially beneficial for the District to share in responsible overhead where joint operations are better financially; and

Whereas, each District has certain students that require additional educational services and this agreement is entered into for instances in which Newport is able to provide special education to certain students in the Southgate District.

Therefore, it is agreed and understood as follows:

1. That Newport Board of Education (hereinafter "Newport") and Southgate Board of Education (hereinafter "Southgate"), agreed that upon mutual agreement, certain children may be enrolled at Newport Schools who require special education services. Southgate is not required to end, nor Newport required to accept certain students and each placement is a case-by-case decision, the sole discretion of each party, requiring mutual agreement.
2. That for a student placed pursuant to this Agreement, Southgate agrees to reimburse Newport Independent Schools for Orientation and Mobility Services delivered as outlined in the student's IEP as a Related Service, in addition to assignment of all ADA and/or other funding received for the student. Southgate shall reimburse Newport Independent Schools for Orientation & Mobility Services rendered pursuant to this Agreement by December 31, 2020, for the first half of the school year and June 30, 2021, for the second half of the school year. A copy of payments made to the Orientation and Mobility service provider and invoice of Orientation & Mobility Service rendered shall accompany the bill submitted to Southgate for payment.
3. This agreement is effective during the 2020-21 school year, regardless of the date the related services are executed and expire June 30, 2021, unless extended in writing by each District.
4. The Southgate Board of Education shall agree to indemnify and hold harmless the Newport Board of Education for any claims asserting negligence against Newport Personnel performing services solely for the Southgate Board of Education.

Ramona Malone, Chairperson
Newport Board of Education

Diane Hatfield
Diane Hatfield, Chairperson
Southgate Board of Education

Date

11 / 6 / 2020
Date